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Attorneys for Tom Shipping  
Vermittlung GmbH

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DEIULEMAR COMPAGNIA DI NAVIGAZIONE SPA,

Plaintiff,

-against-

OVERSEAS WORLDWIDE HOLDING GROUP,  
GULF OVERSEAS GENERAL TRADING, LLC,  
GULF OVERSEAS, LLC,  
OVERSEAS SHIPPING AGENCIES,  
MOS OVERSEAS SHIPPING VERMITTLUNG GMBH,  
MAJDPOUR BROS. INTERNATIONAL SEA &  
LAND TRANSPORT S.A., and  
BORU INTERNATIONAL FREIGHT FORWARDING,

07 Civ. 4655 (DAB)  
ECF CASE

Defendants.

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HAWKNET, LTD.,

Plaintiff,

-against-

OVERSEAS SHIPPING AGENCIES,  
OVERSEAS WORLDWIDE HOLDING GROUP,  
HOMMAY GENERAL TRADING CO., LLC,  
MAJDPOUR BROS. CUSTOMS CLEARANCE,  
MAJDPOUR BROS. INTERNATIONAL SEA &  
LAND TRANSPORT S.A.,  
GULF OVERSEAS LLC,

07 Civ. 5912 (NRB)  
ECF CASE

GULF OVERSEAS GENERAL TRADING, LLC, and  
MOS OVERSEAS SHIPPING VERMITTLUNG GMBH,

Defendants.

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**RAHIMZADEH DECLARATION**

ASADOLLAH RAHIMZADEH, pursuant to the provisions of 28 U.S.C. § 1746,  
declares and states as follows:

1. I am the Managing Director and a shareholder of TOM Shipping Vermittlung GmbH ("TOM Shipping"), which is a German company with an office and place of business located at Forsterweg 22, D-22525 Hamburg, Germany (a copy of the articles of the company is attached as Exhibit 1). I set up TOM Shipping in September 2007. I am authorized by TOM Shipping to make this declaration.

2. I previously worked for a company called MOS Overseas Shipping Vermittlung GmbH ("MOS Overseas Shipping"), which has an office and place of business located at Neuer Wall 8, D-20354 Hamburg, Germany. I was still working for MOS Overseas Shipping when I set up TOM Shipping but resigned once I had obtained a banking facility for my new company. None of the directors and shareholders of TOM Shipping are directors or shareholders of MOS Overseas Shipping.

3. I make this declaration in aid of obtaining the release of a wire transfer in the amount of \$2,406,195.00 being restrained by The Bank of New York in connection with legal proceedings brought by law firms Chalos, O'Conner & Duffy (07 Civ. 4655 (DAB))

and Burke and Parsons (07 Civ. 5912 (NRB)). This wire transfer represents an asset of TOM Shipping. It should not have been restrained since TOM Shipping is not a Defendant in either legal proceeding. It should be released as soon possible.

4. On February 8, 2008, TOM Shipping (as Charterer) and Brooklands Planning PTE Ltd (as Owner) entered into a charter party for the carriage of a cargo of granular tripple super phosphate from Selaata to Iran aboard the M/V JOUDI (a copy of the charter party is attached as Exhibit 2).

5. On March 17, 2008, TOM Shipping instructed its bank Hamburger Sparkasse AG to wire transfer the sum of \$2,406,195.00 to Brooklands Planning PTE Ltd. in Singapore (a copy of the instructions is attached as Exhibit 3). The instructions clearly state that the instructing party is TOM Shipping, Forsterweg 22, D-22525 Hamburg, Germany, c/o my attention. The instructions also clearly state that the purpose of the wire transfer is to pay the M/V JOUDI freight charges. It is further clear that Hamburger Sparkasse received these instructions on March 17, 2008 (see date stamp of Hamburger Sparkasse in the bottom right corner of the instructions).

6. On March 18, 2008, in order to get the wire transfer to Singapore, Hamburger Sparkasse sent the wire transfer to a correspondent bank in New York, The Bank of New York for onward transmittal to Singapore (a copy of the wire transfer is attached as Exhibit 4). The wire transfer states that the sum of \$2,406,195.00 is for the payment of the M/V JOUDI freight charges. However, it gives a different address for TOM Shipping. The wire

transfer address for TOM Shipping is stated to be "c/o MOS Overseas Shipping Vermittlung GmbH, Neuer Wall 8, D-20354 Hamburg, Germany". This error was unknown to TOM Shipping at the time.

7. On March 20, 2008, The Bank of New York advised Hamburger Sparkasse, who advised me, that the wire transfer was being restrained by writs of maritime attachment issued in connection with the aforementioned two legal proceedings (a copy of the advices received from The Bank of New York is attached as Exhibit 5).

8. After I retained counsel in New York to investigate the inexplicable restraint of the wire transfer I learned from my counsel who learned from counsel for The Bank of New York that the funds were restrained because the wire transfer referenced MOS Shipping who is a named defendant in both of the aforementioned legal proceedings (a copy of the advices received from counsel for The Bank of New York is attached as Exhibit 6).

9. I remember that when I arranged the banking for TOM Shipping in January of this year one of the individuals I dealt with asked me for my business card. At the time, I only had an MOS Overseas Shipping business card so I gave that card to the individual. However, I advised the bank that the correct address for TOM Shipping was Forsterweg 22, D-22525 Hamburg, Germany. The bank has since confirmed to me that it has this address in its records and that it understands this address to be the correct address for TOM Shipping.

10. The only explanation for the erroneous address on the wire transfer is that Hamburger Sparkasse put my previous work address in their records in addition to the

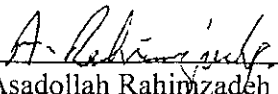
address for TOM Shipping and mistakenly used it for the wire transfer.

11. I asked Hamburger Sparkasse to confirm that the mistake occurred because it had the wrong address in its records and Hamburger Sparkasse did so by way of a letter dated April 3, 2008 (a copy of the letter is attached as Exhibit 7). The letter explains that due to a misunderstanding at the time I opened the account for TOM Shipping, the bank entered in its records the address for TOM Shipping as "c/o MOS Overseas Shipping Vermittlung GmbH, Neuer Wall 8, 20354 Hamburg". The letter also makes it clear that this was the only address Hamburger Sparkasse had in its records for TOM Shipping at the time of the wire transfer (i.e., March 18, 2008). The letter further makes it clear that Hamburger Sparkasse recognized the error when it entered into its records the correct address for TOM Shipping on March 26, 2008 after receiving the shareholder's agreement for TOM Shipping.

12. I also obtained the information contained in the Commercial Register of Hamburg relating to TOM Shipping and MOS Overseas Shipping. This information was obtained by way of a Confirmation from a Notary Public dated March 31, 2008 (a copy of the Confirmation is attached as Exhibit 8). The Confirmation confirms my statement in Paragraph 2 of this Declaration that none of the directors and shareholders of TOM Shipping are directors or shareholders of MOS Overseas Shipping.

I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Dated: April 4<sup>th</sup>, 2008

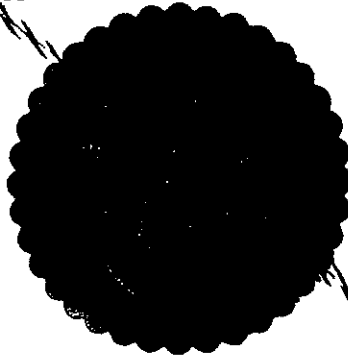
  
Asadollah Rahimzadeh

Urkundenrolle Nr. 0757/2008  
ST

Hiermit beglaubige ich, der Hamburgische Notar Dr. Martin Mulert, Gänsemarkt 50,  
20354 Hamburg, die vorstehende, heute vor mir anerkannte Unterschrift von

Herrn Asadollah Rahimzadeh,  
g. b. am 25. April 1932,  
Wohnhaft: Försterweg 22, 22525 Hamburg,  
mir, dem Notar, von Person bekannt.

Hamburg, den 04.04.2008



Notar

Kosten-Berechnung  
gem. Kostenordnung

Wert: EUR 500.000,00

Gebühr §§ 141, 32, 45 KostO  
Umsatzsteuer 19%

EUR 130,00  
EUR 24,70

EUR 154,70  
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Notar: